

**Boston Pizza® Design A Mask Challenge Contest
(the “Contest”)**

OFFICIAL RULES AND REGULATIONS

The Contest is intended for viewing and participation in Canada only by legal residents of the province of Manitoba and shall be subject to and construed in accordance with the laws of Canada. **Please do not proceed if you do not satisfy these requirements at the time of entry. Entry into the Contest constitutes your acceptance to these Official Contest Rules and Regulations.**

1) **ADMINISTRATION:** The Contest is jointly administered and operated by 3277743 Manitoba Ltd., operating as Boston Pizza (the “**Contest Operator**”) and each of the participating Boston Pizza outlets as listed on the attached schedule (“**Participating Boston Pizza Outlet**”). Participation in the Contest by True North Sports & Entertainment Limited and the Winnipeg Jets Hockey Club (collectively the “**Winnipeg Jets**”) is limited to that of a prize supplier only. The decisions of the Contest Operator are final and binding in all matters as they relate to the Contest, including without limitation eligibility and/or disqualification of entries.

2) **ELIGIBILITY:** To be eligible to win any prize in the Contest, you must: (i) be a legal resident of Manitoba; (ii) have attained the age of majority in the province of Manitoba on Nov. 5, 2019; (iii) be the parent or legal guardian of a child who is less than 13 years of age on Nov. 5, 2019 (“**Child**”); and (iv) not be a member of the immediate families of an employee, contractor, agent or representative of the Contest Operator, Boston Pizza Canada Limited Partnership (“**BPCLP**”), or any of their affiliates, agencies, prize suppliers, any franchisee of BPCLP or any of their respective shareholders, trustees, directors, officers, employees or agents with whom such employees contractors, agents and representatives are domiciled. For the purpose of the Contest, “immediate family” is defined as parent or any person residing in the same household or domiciled with any such employees, contractors, agents or representatives.

3) **CONTEST PERIOD:** The contest period for a chance to win the Grand Prize (defined below) will commence on Tuesday, Nov. 2, 2019 11:00:00 AM (CT) and will conclude on Sunday, Dec. 15, 2019 at 11:59:59 PM (CT) (the “**Contest Period**”).

4) **PRIZES:**

Grand Prize: There will be one (1) grand prize (the “**Grand Prize**”) to be awarded consisting of: (i) four (4) hockey game tickets to a 2019/2020 regular season Winnipeg Jets home game designated by the Contest Operator; (ii) one (1) replica hockey goalie mask depicting the winning design; (iii) one (1) Boston Pizza gift card valued at CDN \$150.00; and (iv) one (1) youth authentic Winnipeg Jets hockey jersey. The approximate retail value of the Grand Prize is CAD\$3,000.00. The Grand Prize is non-transferable and no substitutions will be made unless the Contest Operator, in its sole discretion, determines otherwise. The Grand Prize must be accepted as awarded and has no cash value. All incidental costs and expenses not specifically referred to herein, including, without limitation, travel to and from the Winnipeg Jets home game, shall be the sole responsibility of the Grand Prize winner.

5) **HOW TO ENTER: NO PURCHASE NECESSARY.** During the Contest Period, a contest colouring sheet maybe obtained from a server at any of the Participating Boston Pizza Outlets while quantities last. To enter the Contest, entrants must: (i) have his/her Child (who must be less than 13 years old on Nov. 1, 2019) design and colour the mask on the colouring sheet, without the assistance of any other person; (ii) provide contact information as requested on colouring sheet; and (iii) submit the completed colouring sheet to any server at any of the Participating Boston Pizza Outlet during the Contest Period.

6) SELECTION OF PROSPECTIVE WINNERS:

Grand Prize: On Tuesday, Dec. 17, 2019 at 11:00:00 AM (ET), the Contest Operator's judging panel will choose one (1) winner from all entries received during the Contest Period based on (i) originality of design, (ii) use of team logo and team colours, and (iii) that the design is aesthetically pleasing, to win the Grand Prize (the "**Grand Prize Winner**") at its place of business located at Unit S – 3525 Roblin Blvd., Winnipeg, MB. The selected entrant will be contacted by telephone within two (2) days of the selection. If the potential Grand Prize Winner is unable to be contacted after three (3) attempts, he or she forfeits the Grand Prize and another entrant may, at the sole discretion of the Contest Operator, be selected.

7) ODDS: The odds of winning the Grand Prize are dependent upon: (i) the total number of eligible entries received at each Participating Boston Pizza Outlet during the Contest Period, (ii) originality of design, (iii) use of team logo and team colours, and (iv) that the design is aesthetically pleasing.

8) AWARDING OF PRIZES: The Contest Operator is not responsible for the failure, for any reason whatsoever, of a selected entrant to receive notification or for the Contest Operator to receive a selected entrant's response. No communication will be entered into by the Contest Operator with entrants except with the selected entrant. In order to be declared the Grand Prize Winner, the selected prospective winner must:

(a) have entered the Contest in compliance with these Official Contest Rules and Regulations and be eligible to win the Grand Prize pursuant to these Official Rules and Regulations; and

(b) sign and return within a designated time period a Declaration and Waiver in a form prescribed by the Contest Operator, confirming his or her acceptance and compliance with these Official Rules and Regulations and releasing the Contest Operator, the Winnipeg Jets, BPCLP, each of BPCLP's franchisees, Facebook, Instagram and Twitter and each of their respective employees, directors, officers, governors, shareholders, affiliates, representatives, parent companies, subsidiaries, professional advisors, and advertising and promotional agencies (collectively, the "**Released Parties**") from any and all liability arising out of, pursuant to, or as a result of the carrying out of the Contest, or any part of the Contest, including, without limitation, liability arising from the acceptance of and usage of the prizes as awarded, the administration of the Contest and the selection of any potential winners, with these Official Rules and Regulation, and a consent to the announcement of his or her and the Child's name and the use by the Contest Operator of his or her and the Child's name, address, photograph or likeness, voice or statements for advertising and promotional purposes without any further compensation to the winner and/or Child.

The Grand Prize must be accepted as awarded. The Grand Prize is non-transferable and non-redeemable for cash. The Grand Prize may not be substituted except by the Contest Operator, who reserves the right to substitute a prize or any portion of the Grand Prize with a prize of equal or greater value. By entering any part of the Contest, all entrants, should they win, agree to the use of their and their Child's name, address (city only), photo, and/or image on videotape for publicity and promotional purposes without compensation. The Contest Operator reserves the right to disqualify any individual whom it finds in violation of these Official Rules and Regulations or tampering with the entry process. The Contest Operator reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. **Any attempt by anyone to deliberately undermine the legitimate operation of the Contest or any part of the Contest is in violation of criminal and civil laws and the Contest Operator reserves the right to seek damages or other legal remedy to the fullest extent permitted by law.**

9) **LIMITATION OF LIABILITY:** The Released Parties are not responsible for errors in the offer or administration of the Contest, or any part of the Contest, including but not limited to, errors in the advertising, these Official Rules and Regulations, the selection and announcement of the winners or the distribution of any prize. In addition, the Released Parties shall not be liable any damages caused or alleged to be caused by: (a) any entry, prize or other correspondence or data that is lost, stolen, late, garbled, distorted, delayed, damaged or misdirected for any reason; (b) for any failure, interruption, technical malfunction or delay; (c) any e-mail, text message or other communication sent or received to or from the Contest Operator or any of its agents or designees, for any reason; (d) for any incorrect, untimely or inaccurate information, whether caused by users or by equipment or programming errors associated with or utilized in any part of the Contest; (e) for any technical or human error which may occur in the processing of any entry or entries in the Contest; (f) for problems with the function of any website or website feature (including, without limitation any features thereon), howsoever caused; (g) for the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data, software, online systems, servers or access providers; (h) for any functionality lost due to not having cookies enabled; (i) for traffic congestion on the Internet; (j) for the security or privacy of information transmitted via telephone or computer networks; (k) for breaches of privacy due to interference by third party "hackers" or for any damage caused to or incurred by any entrant or any other person by reason of any such event or occurrence; or (l) for printing errors appearing in these Official Rules and Regulations or related Contest materials. The Contest Operator may terminate or withdraw the Contest without liability, at any time, at its sole discretion.

10) **FACEBOOK, INSTAGRAM AND TWITTER:** Facebook, Instagram and Twitter: (i) have no way sponsored, endorsed or administered the Contest; (ii) are not associated or connected with any part of the Contest in any manner whatsoever; and (iii) are not liable in any way whatsoever in regard to any matter, which relates to the Contest. You understand that you are providing your information to BPI and not to Facebook, Instagram or Twitter. Any questions, comments or complaints will be directed to BPI and not Facebook, Instagram or Twitter. Facebook, Instagram and Twitter are indemnified and held harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim related to the Contest including without limitation the publicity or administration thereof.

11) **VOID IF ALTERED:** Contest colouring sheets are void if illegible, altered or mutilated. All contest colouring sheets are the property of the Contest Operator and none shall be returned. The Contest Operator is not responsible for lost or late entries or entries that have been tampered with or are illegible. All decisions of the Contest Operator shall be final and shall not be subject to appeal.

12) **SUBJECT TO APPLICABLE LAWS:** Each part of the Contest is subject to all applicable federal, provincial, municipal and local laws. The Contest Operator reserves the right to modify or terminate the Contest, or any portion thereof, at any time without notice to participants. The Contest is VOID WHERE PROHIBITED BY LAW.

13) **PRIVACY STATEMENT:** Personal information collected during the administration of the Contest, or any part of the Contest, will only be used in conjunction with executing the terms of the Contest as described in these Official Rules and Regulations. By entering any part of the Contest, the Contest Operator and its parent companies, subsidiaries, affiliates and agencies, may collect and use the information you provide on the contest card, including your age and contact information, to qualify you for the Contest and to contact you and provide ongoing service regarding the same.

14) **BOSTON PIZZA:** Boston Pizza and the Boston Pizza roundel are trademarks of Boston Pizza Royalties Limited Partnership, used under license.

SCHEDULE

List of Participating Boston Pizza Outlets

Birchwood - 2517 Portage Ave. Winnipeg

Charleswood – 3894 Grant Ave. Winnipeg

Cityplace Mall - 66-333 St. Mary Avenue Winnipeg

Garden City - Unit A-2211 McPhillips Street Winnipeg

Grant Park - 1160 Taylor Avenue Winnipeg

Henderson Hwy - 1475 Henderson Hwy. Winnipeg

Kenaston - 1630 Kenaston Blvd. Winnipeg

Kildonan - 210-1615 Regent Avenue W., Kildonan Crossing Centre Winnipeg

Pembina – 2729 Pembina Hwy. Winnipeg

Polo Park - 690 St. James Street Winnipeg

Portage La Prairie - 2180 Saskatchewan Avenue Portage la Prairie

Selkirk - 1018 Manitoba Avenue Selkirk

St. Vital - 1919 Bishop Grandin Blvd. Winnipeg

Steinbach - 182 PTH 12 North Steinbach